



## Repayment Agreement

This Repayment Agreement (the "Agreement") is made and entered into on \_\_\_\_\_, between:

**Name:** Dash Technologies Inc. ("Dash")

**Address:** 2687 Sawbury Blvd., Columbus, Ohio 43235

**EIN:** \_\_\_\_\_ and

**Name:** \_\_\_\_\_ ("Candidate")

**Address:** \_\_\_\_\_

**SSN:** \_\_\_\_\_



### **1. Services.**

Dash provides a variety of services, including training, mentoring, interview preparation and coaching and will help Candidate find employment in fields directly/indirectly related to Computer Science, Engineering, Information Technology, Software or Digital Marketing Services ("Dash Job Fields"). These services are provided based on availability of resources and may be utilized at Candidate's option. Dash agrees to provide Candidate with those specific services identified on Exhibit A ("Services").

For providing the Services to Candidate, Dash is entitled to receive the payment described in Section 2 of this Agreement in full at a discounted rate before the Candidate receives full time/W2 employment in a Dash Job Field; or as described in Section 3 of this Agreement after Candidate receives full time/W2 employment in a Dash Job Field; or as described in Section 4 of this Agreement if Candidate receive an offer of full time/W2 employment in a Dash Job Field and does not accept it.



If Candidate is employed in a field other than one of the Dash Job Fields, Candidate owes no payment to Dash for receiving Services, unless the provisions of Section 4 apply.

## **2. Discounted Payment Options**

### **Payment Option 1:**

If the Candidate elects in writing before receiving the Services, he or she may pay \$15,000 as one single payment, or as negotiated in writing with Dash.

### **Payment Option 2:**

If the Candidate elects in writing after receiving full time/W2 employment in a Dash Job Field, he or she may pay the total amount owed for the Services at a 25% discounted rate on payment terms mentioned in Section 3(Payment Option 3), as one single payment, or as negotiated in writing with Dash.

## **3. Non-discounted Payment Option**

### **Payment Option 3:**

If the Candidate does not choose to pay at the discounted rate above, he or she must pay 20% of his or her "Salary" to Dash for Eighteen (18) months.

Payment Cap: The amount owed by the Candidate under this Agreement will not exceed \$30,000 in total.

For purposes of this Agreement, "Salary" is the Candidate's gross base pay paid by his or her employer.

Upon receiving employment in a Dash Job Field, Candidate agrees to:

- (1) sign a promissory note in the form of Exhibit B (the "Note") authorizing repayment of the Note using ACH payments from his/her bank account or have his/her wages garnished by his/her employer in the same amount to be paid directly to Dash;
- (2) notify Dash of his/her supervisor's name, email and phone number and consent to Dash's communication with his/her supervisor, as necessary or desirable;
- (3) sign the Background check authorization form; and
- (4) provide the following described documents to Dash:



(a) on or before April 30 each year during which the Candidate repays Dash, and the following April 30 after the Candidate has repaid Dash, provide Dash with a completed and signed IRS Form 4506T or Form 4506T-EZ (or any successor form) designating Dash as the recipient of your tax return information for returns covering any and all months of your repayment to Dash, dated not earlier than thirty (30) days before the date you provide the form to Dash

(b) A year-end pay stub, Form W-2, Form 1099, Schedule K-1, or other verifiable source acceptable to Dash (the "Formal Earned Income Documentation") for each source of Earned Income in the prior calendar year

Until the Note is fully repaid, Candidate must pay Dash within seven (7) days after receiving any Salary payment. For any Note payment that is not timely made, Dash will charge Candidate a late fee of \$120.00 and 12% interest will continue to accrue on the unpaid amount until that Salary payment is paid in full and, at Dash's option, upon a payment default it may accelerate the maturity of all the obligations evidence by the Note, all in accordance with the terms of the Note. Candidate is responsible for any and all costs Dash incurs to collect the Note, including reasonable attorneys' fees, court costs and other costs incurred to collect amounts owed to Dash.

If Candidate's employment is terminated or Candidate leaves employment before fully repaying the Note, (a) the remaining payments will paid from Salary from the Candidate's next employment, (b) Dash will assist Candidate to find employment and (c) if necessary, the Note will be amended to reflect changed terms of repayment. If Candidate takes a leave of absence of more than one week under any circumstances, then the Note will be extended for the number of days, weeks or months of the leave. If Candidate dies before fully repaying the Note, Dash will cancel the remaining unpaid balance of the Note that existed on the Candidate's date of death, and the Candidate and his/her estate will owe nothing to Dash.

### **3. Liquidated Damages.**

The parties agree that (a) if Candidate receives a bona fide offer of full time/W2 employment in a Dash Job Field and does not accept the offer ("Offer") in a reasonable time for any reason, then Dash will suffer actual damages for provision of Services to Candidate without compensation in an amount that would be difficult, if not impossible, to determine and the Candidate will have received valuable Services for free, and (b) liquidated damages of fifteen percent (15%) of the first year's Salary using the gross base pay in the Offer letter ("Liquidated Damages") represents the damages fairly estimated by the parties to result from Candidate's failure to accept the Offer and do not constitute a penalty. Liquidated Damages shall be paid immediately upfront upon the later of (a) rejection of the Offer or (b) a reasonable time for acceptance of the Offer has passed



or after the Offer is withdrawn by the employer for failure to timely accept. Furthermore, Candidate agrees that the imposition of Liquidated Damages does not demonstrate or imply that Dash would not suffer irreparable harm from Candidate's failure to accept the Offer and does not render improper the award of injunctive relief.

#### **4. Inspection Rights.**

To verify Candidate's compliance with obligations under this Agreement or the Note, Candidate authorizes Dash to contact Candidate, and/or Candidate's employer to verify employment status and salary and/or grants Dash a right to inspect Candidate's pay stub and bank account statement(s). In case of multiple bank accounts, Dash has the right to request, and Candidate must provide, all bank account statements.

#### **5. Notice of Job Change.**

Candidate shall provide proper documentation as a verifiable proof to Dash within seven (7) days of (a) any termination of employment, whether voluntary or involuntary, or (b) an offer letter or other evidence of commencement of employment with a new employer and his/her new supervisor's name, email and phone number. Failure to provide the foregoing mandatory notices will entitle Dash to continue to deduct funds through ACH payments pursuant to the Note until it is paid in full.

#### **6. Right to Cancel.**

Candidate may cancel this Agreement, without any penalty or obligation, by midnight of the third business day after the date this Agreement is signed. Candidate can request a Notice of Cancellation form from Dash to complete or can mail notice of cancellation to Dash with a postmark within three business days after the date this Agreement is signed.

#### **7. Use of a Recorded Line.**

Candidate acknowledges and agrees that Dash has his/her permission to record conversations on a recorded line as follows: (1) within ten business days of Candidate signing this Agreement, to confirm consent to the material terms of this Agreement and explain the right to cancel, and (2) prior to Candidate's acceptance of, or refusal to accept an Offer of, employment in a Dash Job Field, to confirm the payment obligations under the Note, the consequences of late payments or nonpayment of the Note and the Liquidated Damages.

#### **8. Governing Law/Jurisdiction and Venue.**

This Agreement shall be construed pursuant to the laws of the State of Ohio pertaining to contracts to be performed in the State of Ohio, all other choice of law rules notwithstanding. The parties hereby agree that proper jurisdiction and venue for any dispute arising out of the



construction and operation of this Agreement shall be vested in the courts of competent jurisdiction for Franklin County, Ohio ONLY.

#### 9. Miscellaneous.

This Agreement is the entire understanding of the parties concerning its subject matter and supersedes all prior discussions, obligations and agreements. This Agreement may be amended or modified only by a written amendment signed by both. Candidate cannot assign or transfer this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the last date that it is signed below.

**DashTechnologies Inc.**

**Candidate**

By: \_\_\_\_\_  
Amitkumar Bhavsar, Authorized Signatory

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



### Background Check Authorization

I request my employer, \_\_\_\_\_ to authorize my background check.

I understand that as allowed by law the company may rely on this authorization to order any background check reports without asking me for my authorization again 1) During my employment and 2) and companies other than the consumer reporting agency identified below.

I also authorize Dash Technologies Inc with my past or present employers; learning institution, Including colleges and universities; law enforcement and all other private and local agencies; federal, state and local courts; the military; credit bureaus; testing facilities; motor vehicle records agencies; all other private and public sector repositories of information; and any other person, organization, or agency with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my employment and earning history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses.

By signing Below, I authorize company to obtain a background report containing the above listed information

Print Name:

SSN:

Date of Birth:

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_